

To be posted on the City's website.

**INTERLOCAL COOPERATION
AGREEMENT**

BETWEEN

**CLARK COUNTY AND THE CITIES OF BATTLE
GROUND, CAMAS, LACENTER, RIDGEFIELD,
VANCOUVER, WASHOUGAL, WOODLAND AND THE
TOWN OF YACOLT**

**FOR THE PURPOSE OF ADMINISTERING
SURCHARGE FUNDS GENERATED AS A RESULT
OF HOUSE BILL 2060**

This agreement is entered into by Clark County and the cities of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal, Woodland, and the Town of Yacolt.

WHEREAS, in 2002 the Washington State Legislature passed substitute House Bill 2060, codified at RCW 36.22.178 and called the Affordable Housing For All Surcharge; and,

WHEREAS, this statute authorizes a ten dollar surcharge on documents recorded by the County Auditor's office with the funds to be used for housing programs for extremely low and very low income households; and,

WHEREAS, cities and Clark County are statutorily required to enter into an agreement regarding the use of these funds; and,

WHEREAS, it was agreed at the May 1, 2009 stakeholders' meeting to revise the provisions of the 2003 Agreement to eliminate the allocation of thirty percent of the funds to capital projects, due to the current need of Clark County shelters for additional operating funds; and,

WHEREAS, it was agreed at stakeholders' meetings on October 28 and November 18, 2013 to revise the 2003 Agreement to eliminate the allocation of \$250,000 of the surcharge funds for payment of a local housing bond after the bond debt was completely paid in December 2013, and to provide the reallocated funds for operations and maintenance of shelters and housing;

NOW THEREFORE, in consideration of the mutual housing benefits for extremely low-income and very low-income persons living throughout Clark County, the parties

agree as follows:

1. This agreement supersedes any agreement previously entered into between the Parties regarding the collection and use of HB 2060 funds.
2. The Parties do not intend to create a separate entity by entering into this Agreement.
3. The HB 2060 funds shall only serve persons at or below fifty percent (50%) of the Clark County household median income as determined by the Department of Housing and Urban Development (HUD).
4. These funds will provide for the following housing programs as developed through a public process involving grant applications, recommendations from both the Community Action Advisory Board and separately, municipal partners followed by awards to the successful applicants to meet the housing needs of county residents:
 - a. Operating funds for shelters, transitional, and permanent housing: Approximately two-thirds of the annual revenues will be used to maintain the current level of shelter services, grant operating subsidies to transitional or permanent housing providers, or offer rental assistance vouchers to private for-profit and non-profit housing providers. At least \$40,000 shall be distributed annually to the Council for the Homeless as the City of Vancouver's annual contribution to the planning, advocacy and coordination of the Council for the Homeless activities, especially in the City of Vancouver. Additional funds will be contributed by the County through its contract with the Council beginning July 1, 2015.
 - b. Other Fund Uses: Up to, but not to exceed, \$250,000 per year of the available revenue will be used for:
 - i. Operating costs of existing emergency shelters;
 - ii. Operations and maintenance of existing transitional housing units and permanent supported housing units. Operations and maintenance can include energy efficiency upgrades; and
 - iii. Housing projects for persons who are chronically homeless. Funds can be used for match, development, construction, or rehabilitation.
5. Administration of the fund will be the responsibility of the Community Action Advisory Board (CAAB).
6. These funds will be collected by the Clark County Auditor's Office and held as a single fund at the County to be drawn upon by the Clark County Department of Community Services to be used for the above program purposes. Funds will generally be distributed within the same year the

contract is awarded.

7. Clark County will prepare an annual report on the receipts, expenditures and projects/agencies assisted with the funds.
8. Funds collected and activities undertaken pursuant to this agreement shall only apply to the portion of the City of Woodland that is within Clark County.
9. The Agreement Period begins on January 1, 2015 and goes through January 31, 2020, unless terminated as provided herein.
10. This Agreement is solely for the benefit of the parties hereto and no right is given to any other party by this Agreement.
11. Each party does release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees which arise out of, are connected with, or are incident to any errors, omissions or negligent acts of the first party; its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the first party's obligations under this Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other parties from any and all bodily injury claims brought by employees of the other parties and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against another party; provided, however, this paragraph does not purport to indemnify the parties against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of a party, its elected officials, officers, employees and agents.
12. This Agreement shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party that all agreements and activities related hereto shall be governed by laws of the State of Washington, both as to interpretation and performance. Venue shall be Clark County.
13. Any party may withdraw from this Agreement by for any reason by providing 180 days prior written notice of its intent to withdraw to the other parties. A party's withdrawal from this Agreement shall not affect the survival of the Agreement.
14. Upon withdrawal of a member or termination of this Agreement, the HB 2060 fund balance and any property acquired with HB 2060 funds shall be equitably distributed.

15. Parties to this agreement may request modifications to the terms or conditions of this Agreement. Proposed modifications that are mutually agreed upon shall be incorporated by written amendment to this Agreement.

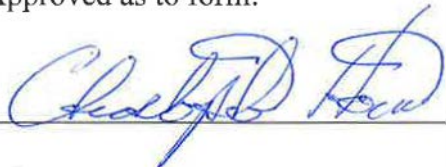
CLARK COUNTY


Mark McCauley, County Administrator

Date: 1/12/15

Attest:

Approved as to form:




CITY OF VANCOUVER


Eric J. Holmes, City Manager

Date: 12-10-14

Attest:


R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:


E. Bronson Pottel, City Attorney